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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

)

RLI INSURANCE COMPANY a/s/o Central Planet)
LLC, and CENTRAL PLANET LLC,)
)
Plaintiffs,) 23 Civ. ()
)
— v. —)
)
M/V SEA TRAIN)
her engines, tackle, etc., in rem,) **COMPLAINT**
)
)
-and-)
SEA BRIDGE SHIPPING MANAGEMENT CO.,)
LTD., in personam,)
)
Defendants.)
)

Plaintiffs, RLI Insurance Company (“RLI”) and Central Planet LLC (“Central”), by and through their attorneys, Kennedy Lillis Schmidt & English, allege the following upon information and belief:

FIRST: All and singular of the following premises are true and constitute admiralty or maritime claims within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and fall within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At all relevant times, Plaintiffs had the legal status and principal offices and places of business stated in Schedule A, annexed hereto and by this reference made part hereof.

THIRD: At all relevant times, Sea Bridge Shipping Management Co., Ltd. ("Sea Bridge") and has had the legal status and office and place of business stated in Schedule A, has been engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the captioned vessel.

FOURTH: At all relevant times, the captioned vessels have been general ships employed in the common carriage of merchandise by water for hire and is or will be, during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and at the port of shipment stated in Schedule A, the shipper recited therein delivered to Sea Bridge and the captioned vessels, as common carriers, the shipment described in Schedule A, then being in good order and condition, and Sea Bridge and the captioned vessels then and there accepted said shipment so shipped and delivered to them and, in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry said shipment to the port of destination stated in Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to, and received by them to the consignees recited in Schedule A.

SIXTH: Thereafter, while in transit, the captioned vessels damaged the shipment described in Schedule A in violation of Sea Bridge's and the captioned vessels' obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Damage to the shipment described in Schedule A resulted from the design or neglect of Defendants.

EIGHTH: RLI is the subrogated underwriter of Central, the shipper, consignee, or owner of the shipment described in Schedule A, and together Plaintiffs bring this action on their own behalves and as agents or trustees on behalf of and for the interest of all parties who may be or become interested in said shipment, as their respective interests may ultimately appear, and Plaintiffs are entitled to maintain this action.

NINTH: By reason of the premises, Plaintiffs sustained damages in the amount of \$1,627,018.60, as nearly as can now be estimated, no part of which has been paid although duly demanded.

WHEREFORE, Plaintiffs pray:

1. That process in due form of law issue against all Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if any and or all Defendants cannot be found within this District, then all their property within this District be attached in the sum of \$1,627,018.60, with interest thereon and costs, the sum sued for in this complaint;
3. That judgment be entered in favor of Plaintiffs against all Defendants for the amount of Plaintiffs' damages, together with interest and costs and the disbursements of this action;
4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against the captioned vessels, their engines, tackles, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of Plaintiffs for their damages, with interest, costs and disbursements, and that the captioned vessel may be condemned and sold to pay therefor; and;
5. That this Court grant Plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York
January 18, 2023

KENNEDY LILLIS SCHMIDT & ENGLISH
Attorneys for Plaintiffs

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SCHEDULE A

PLAINTIFFS' LEGAL STATUS

Plaintiff RLI Insurance Company was and is an Illinois corporation with an office for the transaction of business at 9025 N. Lindbergh Drive, Peoria, Illinois 61615.

Plaintiff Central Planet LLC was and is a Missouri limited liability company with an office for the transaction of business at 967 Gardenview Office Parkway, Suite 11, Saint Louis, Missouri, 63141.

DEFENDANTS' LEGAL STATUS

Defendant, Sea Bridge Shipping Management Co., Ltd., was and is a foreign corporation with an office for the transaction of business at Building 29, Haiyin Changtian, Lingshanwei Street, Huangdao District, Qingdao.

Defendant, M/V SEA TRAIN was a carrying vessel of cargo set forth in, and pursuant to, a contract of carriage described below; at all relevant times, said vessel was and is owned and operated care of New Silk Road Shipping Limited Room, 1401, 14th Floor, World Commerce Centre, 7-11, Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong. M/V SEA TRAIN may be within the District during the pendency of this action.

PARTICULARS OF CLAIM

Carrying Vessel: M/V SEA TRAIN – Voyage No. 2101

Port of Loading: Qingdao, China

Port of Discharge: Houston, Texas, USA

Bill of Lading: Nos. SXUQSTQDHU07F, SXUQSTQDHU07A, SXUQSTQDHU07B, SXUQSTQDHU07D, SXUQSTQDHU07E, SXUQSTQDHU07C, and SXUQSTQDHU07G

Shipper: Suzhou Oriental Dragon Import and Export Corp. Ltd.
Zhangjiagang, Jiangsu, China 215600

Consignee: Central Planet LLC
967 Gardenvie Office Parkway, Suite 11
St. Louis, Missouri 63141, USA

Notify Party: Central Planet LLC
967 Gardenvie Office Parkway, Suite 11
St. Louis, Missouri 63141, USA

Cargo: 529 Crates European Red Pine Plywood

Nature of Loss: Damage

Amount of Loss: \$1,627,018.60

Kennedy Lillis Schmidt & English Reference: 6471